



**SINDH INFRASTRUCTURE DEVELOPMENT COMPANY LTD.**  
**MINISTRY OF PLANNING, DEVELOPMENT & SPECIAL INITIATIVES**  
**GOVERNMENT OF PAKISTAN**  
6<sup>th</sup> Floor, Extension Block, Bahria Complex IV, Gizri, Karachi  
Tel: 021-35155101, Fax: 021-35155102  
[info@sidcl.com.pk](mailto:info@sidcl.com.pk); [www.sidcl.com.pk](http://www.sidcl.com.pk)

Secretary,  
Transport & Mass Transit Department,  
Government of Sindh,  
Karachi.

No. SIDCL/BRTS/2022/10438  
Dated: 24 February 2022

**SUBJECT: REQUEST FOR RELEASE OF OUTSTANDING FUNDS AS PER FACILITATION AND IMPLEMENTATION AGREEMENT FOR ORANGE LINE BRTS.**

In continuation of SIDCL's earlier letters No. SIDCL/BRTS/2021/9832 and 10085 dated 11 October 2021 and 07 December 2021 and a subsequent meeting with Secretary, TMT Department dated 22 February 2022 on the subject matter cited above.

2. SIDCL urgently requires funds amounting to PKR 1,796,682,007/- on account of Procurement (12 meter) of 20 Buses, IITS Hardware and Software and other necessary disbursements. For your kind reference, component wise breakup of funds required in Tranche I and II is annexed.
3. It is requested to release funds for Tranche I and II on cumulative basis before end of March 2022. Further, Tranche III will be released within three (3) months of Tranche II as stipulated in Clause 3.4 of Facilitation and Implementation Agreement – Orange (Abdul Sattar Edhi) Line BRTS.
4. Furthermore, besides estimated costs for procurement and operations, Government of Sindh shall pay SIDCL, on demand, any actual charges for Orange Line BRTS's procurement and operations including increase in price under Project Contracts due to variation, taxes and insurance charges as stipulated in Clause 3.5 of Facilitation and Implementation (F&I) Agreement – Orange (Abdul Sattar Edhi) Line BRTS.
5. We shall highly appreciate the releasing of outstanding funds to SIDCL as to comply with the applicable F&I Agreement, with an earnest request for fulfillment of the proceeding of LC, ITS and Other mandatory operations requirements.

Cc:

- The Chief Executive Officer, SIDCL
- Chairman, P & D Board, Government of Sindh
- Secretary, Finance Department, Government of Sindh

**Khadim Hussain Mirani**  
General Manager(F&A)/QFO-SIDCL  
For Chief Executive Officer, SIDCL

*Handwritten notes and signatures:*  
- "P. y today" (likely P. Y. today)  
- "All Affairs"  
- "Summary"  
- "453/7"  
- "OT-12-03-2022"  
- "518/7"  
- "28-02-2022"  
- "Page 1 of 2"



# ORANGE LINE BRTS

## COMPONENT WISE BREAKUP OF FUNDS REQUIRED IN TRANCHE I & II:

Particulars	USD	PKR	Reference
<b>20 (12 meter) Buses Procurement</b>			
Cost of 12m Diesel Hybrid Buses (20 Nos.) @ Rs. 160/USD	\$ 3,488,100	558,096,000	
Vehicle Maintenance & Registration @ Rs. 160/USD	\$ 362,900	58,064,000	
Taxes & Duties (Buses, Spare Parts & tools)		202,499,798	Annex I
Add: Dollar rates variation		59,579,500	Annex II & III
Add: Lien charges on LC to NBP		65,297,232	
<b>Subtotal (A)</b>		<b>943,536,530</b>	
<b>IIITS Hardware + Software</b>			
Cost of IIITS (Hardware + Software):			
- Package A		205,898,157	
- Package B		85,082,971	Annex IV
IIITS Operations and Maintenance:			
- Package A		46,495,987	
- Package B		63,600,000	
<b>Subtotal (B)</b>		<b>401,077,115</b>	
<b>Station Management</b>			
Facility management		255,257,407	Annex V
Fund management		65,169,360	
<b>Subtotal (C)</b>		<b>320,426,767</b>	
<b>Other Cost</b>			
Consultancy Charges		51,937,623	Annex VI
Insurance Charges		67,931,952	Annex VII
Establishment Charges of SIDCL as per PC-I		30,934,010	
Operation Unit as per PC-I		60,000,000	
2% Contingencies as per PC-I		30,934,010	
Infrastructure Maintenance as per PC-I		450,000,000	
<b>Subtotal (D)</b>		<b>691,737,595</b>	
<b>Total Fund for Tranche I &amp; II (A+B+C+D)</b>		<b>2,356,778,007</b>	
Fund received vide cheque No. 307716 dated 14 Jun 2021		(587,096,000)	
<b>Fund required from GoS in Tranche I &amp; II</b>		<b>1,769,682,007</b>	





**Price of Schedule for Goods pertaining to 12-meter BRTS vehicles**

Item	Description	Country of origin	Quantity and Unit of Measurement (No.)	Unit Price DAP (Delivered at Place) - (including transportation to Project site, Karachi, Pakistan)	Total DAP Price per item
1	Supply of 12 meter BRTS vehicles	China	20 buses	\$155,530.00	\$311,0600.00
2		3	4	5	6 = 4 x 5
!	Full spare parts package for BRTS vehicles from the delivery of the vehicle through the duration of contract	China	Lump sum	\$365,300.00	\$365,300.00
!!				\$12,200.00	\$12,200.00
!!!	Supply of tools and diagnostic equipment for BRTS vehicle	China	1 set	\$12,200.00	\$3,488,100.00
<b>Total (B1)</b>					

**Price of Schedule for related services pertaining to 12 meter BRTS vehicles**

Item	Description	Country of origin	Quantity and Unit of Measurement	Unit Price	Total Price
1	Maintenance supervision of vehicles	Pakistan	36 months	\$7,072.22	\$254,600.00
!	Maintenance training program	Pakistan	Lump sum	\$2,800.00	\$2,800.00
!!	Driver training program	Pakistan	Lump sum	\$2,300.00	\$2,300.00
!!!	Completion of full vehicle homologation, registration, and licensing for BRTS vehicles	Pakistan	Lump sum	\$103,200.00	\$103,200.00
iv					\$362,900.00
<b>Total (B2)</b>					

Note: The Supplier shall list all such components in Bidding Form F2 (submitted as part of its Bid) that shall be procured or arranged locally in Pakistan but form part of the overall Goods, such as lubricants and/or engine oil.

The Supply Price for Goods corresponding to such locally sourced components shall be paid to the Supplier's Local Agent in PKR (USD amount converted into equivalent PKR based on the Conversion Rate) and not be paid through the Letter of Credit.



# Detail of Taxes & Duties on Buses

Annex I

Particulars of	Rupees			Total
	20 Buses	Spare parts & tools	Rupees	
Import Value (Tentative) assuming USD Rate Rs 180	571,162,151	69,315,795		640,477,946
Sindh Stamp Duty	1,000	1,000		2,000
CESS	7,139,531	866,451		8,005,982
Customs Duty	5,711,622	24,260,528		29,972,150
Sales Tax	98,068,541	16,732,833		114,801,374
Income Tax	37,121,837	6,333,879		43,455,716
Wharfage Charges	665,000	150,000		815,000
Shipping Line Charges	30,000	25,000		55,000
Clearing Agent Charges	318,660	221,810		540,470
Additional Customs Duty	-	4,852,106		4,852,106
<b>Total</b>	<b>149,056,191</b>	<b>53,443,607</b>		<b>202,499,798</b>





# PAY ORDER ADVICE

Date:	February 23, 2022	Port of Clearance:	Karachi Port
M/s:	Sindh Infrastructure Development Co. Ltd (SIDCL)	From:	Majid Amin Khan
Atten:	Mr. Tainoor	Our Ref:	ESTIMATED
Your Ref:	0	AWB/Bill of Lading:	
Bill of Entry:	HC:	Yes	IB: No
Description of Goods:	HYBRID ELECTRIC PLUG IN DIESEL VEHICLES SPARES AND TOOLS		
H.S Code:	8708-9900		

Vessel:	-	L/C No:	
I.G.M No:	0	Date:	11/Jun/21
Ex.Rate:	PKR 180.0000	Index:	0
Invoice	CFR USD 377500.00	Insurance:	PKR 679,500
Assessable Value:	PKR 69,315,795	Freight:	0.00
Customs Duty leviable	35% Rs: 24,260,528	SRO:	Rs: -
Additional Customs Duty leviable	7% Rs: 4,852,106	SRO:	Rs: -
Regulatory Duty leviable	0.00% Rs: -	SRO:	Rs: -
Customs Duty leviable PDC/ IB	0% Rs: -	SRO:	Rs: -
Sales Tax Payable	17% Rs: 16,732,833	SRO:	Rs: -
Additional Sales Tax	0% Rs: -	SRO:	Rs: -
Income Tax	5.50% Rs: 6,333,879	SRO:	Rs: -
Tax Surcharge	0% Rs: -	SRO:	Rs: -
Federal Excise Duty	0% Rs: -	SRO:	Rs: -
Other Taxes	Rs: -	SRO:	Rs: -
GM de-blocking charges	Rs: -	SRO:	Rs: -

	Total:	Rs:	52,179,346	PDC:	Rs:
Ind Excise Duty:	Estimated	Rs:	866,451	<input checked="" type="checkbox"/>	Mark for Pay Order
Excise Challan Fee:	Fixed	Rs:	1,000	<input type="checkbox"/>	Mark for Pay Order
Wharfage charges :	Estimated	Rs:	150,000	<input checked="" type="checkbox"/>	Mark for Pay Order
	Nil	Rs:	-	<input type="checkbox"/>	Mark for Pay Order
MO Charges Shipping Line:	Estimated	Rs:	25,000	<input checked="" type="checkbox"/>	Mark for Pay Order
MO Charges:	Fixed	Rs:	-	<input type="checkbox"/>	Mark for Pay Order
Security Charges:	Confirmed	Rs:	-	<input type="checkbox"/>	Mark for Pay Order
FL Endorsement Charges:	Fixed	Rs:	-	<input type="checkbox"/>	Mark for Pay Order
ate D.O Charges:	Fixed	Rs:	-	<input type="checkbox"/>	Mark for Pay Order
oad Haulage:	Valid up to:	Rs:	-	<input type="checkbox"/>	Mark for Pay Order
ivil Aviation Charges:	Estimated	Rs:	-	<input type="checkbox"/>	Mark for Pay Order
ervice/ Misc Charges :	Fixed	Rs:	221,810	<input checked="" type="checkbox"/>	Mark for Pay Order

Indy arrange the following (Pay order's, IB, Cash) to facilitate early clearance of above consignment.

Collector Of Customs Karachi	A/C	Sindh Infrastructure Development Co. Ltd (SIDCL)	Rs:	52,179,346
Excise and Taxation Officer, Seadues Karachi	A/C	Sindh Infrastructure Development Co. Ltd (SIDCL)	Rs:	867,451
Shahen Air Port Services Pvt Ltd	A/C	Sindh Infrastructure Development Co. Ltd (SIDCL)	Rs:	-
Shipping Line DO Charges	A/C	Sindh Infrastructure Development Co. Ltd (SIDCL)	Rs:	150,000
	A/C	Sindh Infrastructure Development Co. Ltd (SIDCL)	Rs:	-
	A/C	Sindh Infrastructure Development Co. Ltd (SIDCL)	Rs:	25,000
	A/C	Sindh Infrastructure Development Co. Ltd (SIDCL)	Rs:	-
	A/C	Sindh Infrastructure Development Co. Ltd (SIDCL)	Rs:	-
	A/C	Sindh Infrastructure Development Co. Ltd (SIDCL)	Rs:	-
	A/C	Sindh Infrastructure Development Co. Ltd (SIDCL)	Rs:	-
	A/C	Sindh Infrastructure Development Co. Ltd (SIDCL)	Rs:	-
	A/C	Sindh Infrastructure Development Co. Ltd (SIDCL)	Rs:	-
Civil Aviation Authority	A/C	Sindh Infrastructure Development Co. Ltd (SIDCL)	Rs:	-
Up Logistics	A/C	Sindh Infrastructure Development Co. Ltd (SIDCL)	Rs:	-
Agreed Service Charges	M/s:		Rs:	221,810



<b>Date:</b> February 23, 2022		<b>Port of Clearance:</b>		<b>Karachi Port</b>
<b>To:</b> Sindh Infrastructure Development Co. Ltd (SIDCL)		<b>From:</b>		Majid Amin Khan
<b>Attention:</b> Mr. Taimoor		<b>Our Ref:</b>		ESTIMATED
<b>Order No:</b> 0	<b>HC:</b>	<b>AWB/Bill of Lading:</b>		
<b>Description of Goods:</b>	<b>IB:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>EB:</b> <input type="checkbox"/> No <input checked="" type="checkbox"/>		
<b>HYBRID ELECTRIC PLUG IN DIESEL VEHICLES</b>				
<b>S Code:</b>	<b>8702-2090</b>			
<b>Invoice No:</b> 0	<b>Date:</b> 11/Jun/21	<b>Index:</b> 0	<b>G.D No:</b>	<b>Date:</b>
<b>Rate:</b> PKR 180,0000	<b>Insurance:</b> PKR 5,599,080		<b>Landing:</b>	1%
<b>voice CFR USD</b> 3110600.00	<b>Freight:</b> 0.00		<b>CNF USD</b>	<b>USD</b> 3,110,600.00
<b>Assessable Value:</b> PKR 571,162,151				
<b>Duties Duty leviable-----@:</b> 1% Rs: 5,711,622 SRO: Rs: -				
<b>Additional Customs Duty leviable-----@:</b> 0% Rs: - SRO: Rs: -				
<b>Regulatory Duty leviable-----@:</b> 0.00% Rs: - SRO: Rs: -				
<b>Duties Duty leviable PDC/ IB-----@:</b> 0% Rs: - SRO: Rs: -				
<b>VAT Tax Payable-----@:</b> 17% Rs: 98,068,541 SRO: Rs: -				
<b>Additional Sales Tax-----@:</b> 0% Rs: - SRO: Rs: -				
<b>Excise Tax-----@:</b> 5.50% Rs: 37,121,837 SRO: Rs: -				
<b>Tax Surcharge-----@:</b> 0% Rs: - SRO: Rs: -				
<b>Central Excise Duty-----@:</b> 0% Rs: - SRO: Rs: -				
<b>Other Taxes-----@:</b> Rs: - SRO: Rs: -				
<b>Non de-blocking charges</b> Rs: - SRO: Rs: -				
<b>Total:</b>		<input checked="" type="checkbox"/>	<b>Rs: 140,902,000</b>	<b>PDC: Rs:</b>
<b>Duty Excise Duty:</b>			Rs: 7,139,531	<input checked="" type="checkbox"/> Mark for Pay Order
<b>Excise Challan Fee:</b>			Rs: 1,000	<input type="checkbox"/> Mark for Pay Order
<b>Harfage charges :</b>			Rs: 665,000	<input checked="" type="checkbox"/> Mark for Pay Order
<b>Nil</b>			Rs: -	<input type="checkbox"/> Mark for Pay Order
<b>Charges Shipping Line::</b>			Rs: 30,000	<input checked="" type="checkbox"/> Mark for Pay Order
<b>Fixed</b>			Rs: -	<input type="checkbox"/> Mark for Pay Order
<b>Confirmed</b>			Rs: -	<input type="checkbox"/> Mark for Pay Order
<b>Fixed</b>			Rs: -	<input type="checkbox"/> Mark for Pay Order
<b>Valid up to:</b>			Rs: -	<input type="checkbox"/> Mark for Pay Order
<b>Estimated</b>			Rs: -	<input type="checkbox"/> Mark for Pay Order
<b>Fixed Including Tax</b>			Rs: 318,660	<input checked="" type="checkbox"/> Mark for Pay Order
Kindly arrange the following (Pay order's, IB, Cash) to facilitate early clearance of above consignment.				
Collector Of Customs Karachi (aft)		A/C: Sindh Infrastructure Development Co. Ltd (SIDCL)	<b>Rs: 140,902,000</b>	
Excise and Taxation Officer Sealdue's Karachi		A/C: Sindh Infrastructure Development Co. Ltd (SIDCL)	<b>Rs: 7,140,531</b>	
Shahreen Air Port Services Pvt Ltd		A/C: Sindh Infrastructure Development Co. Ltd (SIDCL)	<b>Rs: -</b>	
		A/C: Sindh Infrastructure Development Co. Ltd (SIDCL)	<b>Rs: 665,000</b>	
Shipping Line DO Charges		A/C: Sindh Infrastructure Development Co. Ltd (SIDCL)	<b>Rs: -</b>	
		A/C: Sindh Infrastructure Development Co. Ltd (SIDCL)	<b>Rs: 30,000</b>	
		A/C: Sindh Infrastructure Development Co. Ltd (SIDCL)	<b>Rs: -</b>	
		A/C: Sindh Infrastructure Development Co. Ltd (SIDCL)	<b>Rs: -</b>	
		A/C: Sindh Infrastructure Development Co. Ltd (SIDCL)	<b>Rs: -</b>	
		A/C: Sindh Infrastructure Development Co. Ltd (SIDCL)	<b>Rs: -</b>	
		A/C: Sindh Infrastructure Development Co. Ltd (SIDCL)	<b>Rs: -</b>	
		A/C: Sindh Infrastructure Development Co. Ltd (SIDCL)	<b>Rs: -</b>	
Civil Aviation Authority		A/C: Sindh Infrastructure Development Co. Ltd (SIDCL)	<b>Rs: -</b>	
UP Logistics		A/C: Sindh Infrastructure Development Co. Ltd (SIDCL)	<b>Rs: -</b>	
Agreed Service Charges		A/C: Sindh Infrastructure Development Co. Ltd (SIDCL)	<b>Rs: 318,660</b>	
		M/S:	<b>Rs: -</b>	



**Dollar rates variation on buses procurement & maintenance**

LC No.: LC/1027/00002/21

LC opening date: 19 Jul 2021 (copy enclosed)

Sr. No.	Particulars				
1	Cost of 20 (12 meter) Buses	\$	3,488,100	\$	362,900
		\$		\$	3,851,000
2	25% Advance payment from LC	\$	(872,025)	\$	-
		\$		\$	(872,025)
		\$	2,616,075	\$	362,900
		\$		\$	2,978,975

Balance amount

Balance amount:  
@ Rs. 180/USD  
Less: @ Rs. 160/USD  
Currency variation

Rs.	Rs.	Rs.
470,893,500	65,322,000	418,572,000
52,321,500	7,258,000	59,579,500





Report Header

Application: Alliance Message Management  
Report type: Message File - Message Details Report  
Operator: BHARAT  
Alliance Server Instance: SWP01  
Date - Time: 2021/07/19 12:20:51

Messages

Message 1

NAK

\*\*\*Nacked Message\*\*\*

Message Identifier:

Message Preparation Application:

Unique Message Identifier:

Message Header

Sender: Message Modified Deletable  
Format: Swift  
Identifier: fin.700  
Application: FIN  
Sender: NBPAPKKACPB  
Receiver: PCBCCNBJS DX  
Transaction Reference: LC1027/00002/21  
Priority: Normal  
Monitoring: None  
Amount: 3488100.  
ACK/NAK Reception Date/Time (GMT): 2021/07/19 07:07:44  
Currency: USD  
Value Date:  
Sub-Format: Issue of a Documentary Credit  
Expansion: Financial  
Nature: LT  
LT:  
Input: X  
X

Sender / Receiver

Sender Institution:

NBPAPKKACPB

Expansion:

NATIONAL BANK OF PAKISTAN  
(CORPORATE BRANCH)  
KARACHI  
KARACHI  
PK  
PAKISTAN

Receiver Institution:

PCBCCNBJS DX

Expansion:

CHINA CONSTRUCTION BANK CORPORATION  
(SHANDONG BRANCH)  
JINAN  
CN  
CHINA

Message Text

Block 4

F27: Sequence of Total Number: 1/  
Total: 1  
F40A: Form of Documentary Credit  
IRREVOCABLE  
F20: Documentary Credit Number  
LC1027/00002/21  
F10: Date of Issue 2021 Jul 19  
F40E: Applicable Rules UCP LATEST VERSION  
F10: Date and Place of Expiry 241231 2024 Dec 31  
Place: (CHINA)  
F510: Applicant Bank - Party Identifier - Name and Address  
Name and Address:  
NATIONAL BANK OF PAKISTAN,  
TRADE FINANCE PROCESSING CENTRE  
(SOUTH) NEAR TEEN TALWAR, KENKASHAN  
BLOCK-8, CLIFTON, KARACHI, PAKISTAN  
F50: Applicant  
SINDH INFRASTRUCTURE DEVELOPMENT  
COMPANY LTD. (REFER FIELD 47A  
FOR COMPLETE NAME AND ADDRESS)  
F59: Beneficiary  
Name and Address:



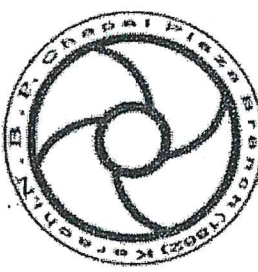


NATIONAL BANK OF PAKISTAN  
CORPORATE BRANCH (1862)  
Karachi

07/09/2021

SL

Drawer TONG BUS	LC/NO. LC/1027/00002/21	B.E.No. 1212S21	TOT FC AMT. BILL AMOUNT BILL AMOUNT1 F.C Charges	USD USD USD USD	USD USD USD USD	872,025.00 872,025.00 0.00 0.00
OVERIES: USD @	167.9500000000		872,025.00	Rs		146,456,599.00
USD @	0.0000000000		0.00	Rs.		0.00
USD @	0.0000000000		0.00	Rs		0.00
er /B No. / /						
DOCUMENTS			BILL OF EXCHANGE A/C NO. 2005	Rs		146,456,599.00
0			Pls Inc MUP @ 40 PAISA Per day Per 1000			
0			KIBOR 0.00000 + 4% From / / To / / 000 Days	Rs.		0.00
0			<b>PLS ADVISE</b> MUP RECEV ON B/E A/C NO. 4424			
0			From / / To / / 000 Days	Rs.		0.00
0			P & T Charges A/C No. 4269	Rs.		0.00
0			Bank Sev. Chg (Comm) A/C No. 4002	Rs.		0.00
0			Commission A/C No. 4002 (Accep comm @ 0.1% per month)	Rs.		0.00
0			USANCE COMMISSION A/C NO. 4002	Rs.		0.00
0			OTHER COMMISSION A/C NO. 4002	Rs.		0.00
0			FEDERAL EXCISE DUTY (F.E.D) A/C NO. 4329-5	Rs.		0.00
0			Total Amount Due	Rs		146,456,599.00
0			Less Margin Held A/C No. 4003-8	Rs		0.00
0			Debit/Credit A/C No. SIDCL	Rs		146,456,599.00



AUTHORISED SIGNATURE  
AUTHORISED SIGNATURE





'SINDH INFRASTRUCTURE DEVELOPMENT COMPANY LTD.  
MINISTRY OF PLANNING, DEVELOPMENT & SPECIAL INITIATIVES  
GOVERNMENT OF PAKISTAN  
6<sup>th</sup> Floor, Extension Block, Bahria Complex IV, Gizri, Karachi  
Tel: 021-35155101, Fax: 021-35155102  
cfo@sidcl.com.pk; [www.sidcl.com.pk](http://www.sidcl.com.pk)

Secretary,  
Transport & Mass Transit Department,  
Government of Sindh,  
Karachi.

No. SIDCL/BRTS/2021/9443  
Dated: 6<sup>th</sup> July, 2021

**SUBJECT: REQUEST FOR ADDITIONAL FUNDS ON ACCOUNT OF LIEN REQUIRED FOR LC AT NBP**

In continuation of SIDCL's earlier letter No. SIDCLCFO/2021/9192 dated 27<sup>th</sup> May 2021 on the operationalization of Orange Line BRTS.

2. SIDCL urgently requires following funds on account of lien (110% & 130%) as per terms and conditions of National Bank of Pakistan for operating of Orange line fleet procurement LC (F/A)

*"The facility is to be fully cash secured, via lien on Bank deposits maintained at NBP, Model Branch, Clifton, Karachi on the following pattern;*

- a) 91.5% of LC amount is secured by lien on equivalent of 110%. (9 months)  
b) 8.5% of LC amount is secured by lien on equivalent of 130%. (31<sup>st</sup> Dec 2024).

Import of 20 Buses LC	Percentage of LC amount is secured by lien	Lien on equivalent of PKR deposit	Calculation of USD in line with NBP percentage	Calculation of PKR in line with NBP percentage considering USD rate Rs. 160	Funds required in PKR for NBP Deposit requirement before LC proceeding (A)	Already Paid for orange line buses vide Chq # 307716 (B)	Remaining Amount required in PKR (C)=A-B
USD 3,488,100	91.5 % of LC	110%	USD 3,510,772.65	Rs.561,723624	Rs. 623,393,232	Rs. 558,096,000	Rs. 65,297,232
	8.5% of LC	130%	USD 385,435.05	Rs.61,669,608			

3. Moreover, it is also pointed out that the already released funds to SIDCL suggests a shortfall of **Rs. 98,113/-** against IITS (Hardware + software + Taxes)

4. In view of above SIDCL would like to have funds amounting **Rs. 65,395,245/-** (Rs.65,297,323 + 98,113/-) on immediate basis for Fleet LC in order to secure Lien on equivalent PKR.

5. We shall highly appreciate an early action at your end, please.

Cc:

- The Chief Executive Officer, SIDCL, Karachi.

  
**Khadim Hussain Mirani**  
General Manager(F&A)/CFO-SIDCL  
For Chief Executive Officer, SIDCL





**NATIONAL BANK OF PAKISTAN**  
MODEL BRANCH CLIFTON (1027) KARACHI

Ref: NBP/Model/2021/

3<sup>rd</sup> June, 2021

M/s Sindh Infrastructure Development Company Ltd.

6<sup>th</sup> Floor, Extension Block,

Bahria Complex IV, Gizri, Karachi.

OFFER LETTER

Dear Sir,

ESTABLISHMENT OF IMPORT LC (SIGHT) OF USD 3,488 (M) (ONE OFF BASIS) FOR IMPORT OF 20 UNITS OF BRT BUSES FROM CHINA FAVOURING M/S ZHONGTONG BUS HOLDING Co. Ltd ON BEHALF OF M/s SINDH INFRASTRUCTURE DEVELOPMENT COMPANY LIMITED.

With reference to your application, we feel pleased to inform you that the competent authority at Head Office has approved the establishment of the following Import L/C (Sight), favoring Zhongtong Bus Holding Co. Ltd. for import of 20 units of BRT Buses from China, on behalf of M/s. Sindh Infrastructure Development Company Ltd. on the following terms and conditions:

Terms and Conditions:

**Facility** Import L/C (Sight) US\$ 3,488 (M)  
(US\$ Three Million Four Hundred Eighty Eight Thousand Only)  
Equivalent to Pak Rs.538 (M)

**Purpose:** For Import of 20 Units of BRT Buses from China

**Beneficiary:** M/s Zhongtong Bus Holding Co. Ltd

**Security:** 1. Lien on Import Documents of title to goods evidencing shipment of goods imported Under L/Cs opened through TPC on behalf of NBP, Model Branch Karachi.

2. The facility is to be fully Cash secured, via Lien on Bank deposits maintained at NBP Model Branch, Kehkashan Clifton Karachi, on the following pattern:

a. 91.5% of LC amount is secured by lien on equivalent of 110% PKR deposit as this amount will mature within 9 months from the date of LC opening.

b. 8.5% of LC amount is secured by lien on equivalent of 130% PKR deposit as this amount will mature till 31.12.2024.

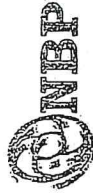
3. Other covenants as mentioned in appendix B (facility structure)

**Repayment:** Lien on Bank Deposit of SIDCL NIDA a/c or company's own resources.

**Margin:**

- 91.5% of LC amount is secured by lien on equivalent of 110% PKR deposit as this amount will mature within 9 months from the date of LC opening.
- 8.5% of LC amount is secured by lien on equivalent of 130% PKR deposit as this amount will mature till 31.12.2024.





**NATIONAL BANK OF PAKISTAN**  
MODEL BRANCH CLIFTON (1027) KARACHI

**Tenure/Expiry:**

3 years from the date of LC issue date.

**Pricing:**

Waiver of all LC charges (Nil)

**Other Charges:**

The borrower to pay all Standard Fees & Charges at prevailing rates and to bear all stamp duties, lawyer's fees and other out of pocket costs/expenses at actual. The Bank is authorized to debit the Borrower's account for such fees, charges, etc.

**Special Conditions:**

1. Any shortfall due to fluctuation in Forex rate will be solely borne by the applicant (SIDCL).
2. Foreign Exchange allocation letter from SBP to be obtained before opening of LC.

**Other Conditions:**

1. Client to undertake that documents of Import LC will be retired through own resources and no FIM/TR facility will be allowed in this regard.
2. Subject LC will be parked and processed at NBP Model Branch/Trade Processing Centre Clifton Karachi.
3. Exchange Rate Risk will be borne by the Importer.
4. Exchange Rate will be as per NBP Treasury rate, to be Advised/ calculated on the day of transaction.
5. LC will be adjusted by Importer's own sources or from the account marked lien against this LC.
6. The facilities are granted, and subject to the conditions and limitations set and specified by the State Bank of Pakistan and other competent authorities from time to time including Prudential Regulations/UCP for Documentary Credits (2007 Revision) ICC Brochure no. 600 and the company undertakes to comply with all the relevant conditions stated therein.
7. The company undertakes to settle the accepted bill (s) under documentary credit if the same stands overdue in case of non-realization of proceeds from the LC opening bank (s) on account of any reason. In the event any bill got overdue, the Bank has the right to apply penal rate of mark up on the overdue amount as per the schedule of charges.
8. The facilities are available for specific purposes only as mentioned above and shall not be diverted towards the company's allied / sister concern / associated / companies if any.
9. The Borrower to maintain its main business / operating account(s) - and to deposit its surplus funds - with the Bank's Model Branch in Karachi. Further, the Borrower to ensure a satisfactory conduct and healthy turnover in the facility / facilities and in its account(s) with the Bank
10. The Bank, at its sole discretion, to periodically inspect the Borrower's place(s) of business, manufacturing facility(ies) and/or godown(s), etc. at the Borrower's cost, and in this connection, the Borrower will ensure free access to the Bank's officials and/or representatives and/or agents at all times
11. Compliance with all applicable Laws and Regulations, as revised from time to time, including SBP Prudential Regulations
12. The Borrower to pay all present and future Federal, Provincial and Local Government dues, charges, taxes, levies, duties, deductions, stamp duty, registration charges, etc., as revised from time to time, in connection with the facility / facilities and/or other banking services provided by the Bank to the Borrower. The Bank is authorized to debit the Borrower's account for all such dues, charges, etc.
13. The Borrower to promptly inform the Bank of material changes, if any, in its constitution, ownership, board of directors, top management, public listing, registered address, operative address, and/or memorandum and articles of association (if any).
14. The Borrower to provide the Bank with its Audited Annual Report (Year End June) by end-September each year. Further, the Borrower to promptly provide the Bank with any other financial and/or technical information that the Bank may reasonably require
15. The Borrower undertakes to execute such additional document(s) and/or to enter into such additional arrangement(s) as the Bank may require from time to time in connection with the facility / facilities
16. In case the Borrower defaults on any of its existing or future financial covenants / commitments to the Bank and/or any other creditor, then the Bank reserves the right to recall the entire facility / facilities immediately
17. In case the Borrower defaults, or is likely to default in the Bank's opinion, on any of its existing or future financial covenants / commitments to the Bank and/or any other creditor, then, the Bank, at its sole discretion, reserves the right to hire an outside consultant to conduct a financial and/or technical





**NATIONAL BANK OF PAKISTAN**  
**MODEL BRANCH CLIFTON (1027) KARACHI**

and/or other evaluation of the Borrower's business / operations, and the fees / costs of such studies are to be borne by the Borrower.

18. The bank has irrevocable right to engage outside consultants for inspection and evaluation of the operating performance or any other aspect of your business and all charges in this respect will be borne by you.

19. Bank reserve the right to invoke any of the provisions as per powers conferred upon the bank as lender by the Financial Institutions (Recovery of Finance Ordinance-2001) including any other remedy available under any provisions/laws related with the transaction.

20. The terms and conditions stated in this letter are to be governed by and construed in accordance with the laws of Pakistan and the Courts / Tribunals at Karachi are to have non-exclusive jurisdiction.

21. Although the said facility / facilities are scheduled to expire on 3 years from the date of LC issue date, the bank shall at all times be at liberty and shall have the right to cancel or reduce the facility under this agreement, and to demand immediate payment of all amounts that have been accrued or have become overdue under this Agreement at the occurrence of an Event of Default or any event which in the reasonable opinion of the bank might lead to an event of default or effect the relationship of the Bank with the customer. The customer undertakes in such an event to pay the same as deemed.

22. SBP instructions governing the financing facility issued from time to time shall be strictly adhered to. In case of violation of SBP PRs on borrower's part, penalty imposed by SBP (if any) shall be paid by the borrower.

23. Any permission/approval required under the Regulatory Policy/FE Manual shall be obtained prior to opening of Letter of Credit.

24. Subject to compliance of NBP /SBP Regulations/SBP PRs for F.E Manual/ Import Trade control regulations and completion of all required formalities as required by relevant authorities/Offices.

25. Borrower will be bound to make payment at any claim under LC Lodged by our bank within three days. Failure on this count will be treated as event of Default.

26. In any event of Default, bank will have unrestricted authority to recover its dues from deposits kept under lien.

27. 110% Cash security by way of lien on SIDCL NIDA A/c. and other charges to be retained at NBP Model Branch Karachi.

28. Insurance cover as required under the policy shall be obtained.

29. Credit Report on exporter shall be obtained.

30. Proper Debit Authority to be obtained before opening of subject LC.


31. Letter of consent/mark lien on Deposit account maintained with NBP, Model Branch Karachi to be obtained.

32. Client to undertake that documents of Import L/C will be retired through own resources and no FIM/TR facility will be allowed in this regard.

33. Custom duty and other charges to be paid by the borrower from their own recourses.

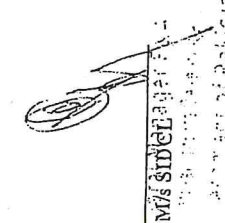
Yours faithfully,

  
(Asad Hussain)  
Relationship Manager

  
(Alsheen Ahmed)  
Branch Manager

Customer Acceptance:

Read, Understood & Accepted by us on \_\_\_\_\_

  
Mr. Sidique  
Branch Manager



- ii- Funding covering fleet/buses procurement, IITS, O&M, Station Management and Clearing House shall be covered in the revised scope of PC-Is;
- iii- Routine and Periodic Infrastructure Maintenance; and
- iv- Operations Deficit, Insurance Cover, Provision of Taxes and other administrative expenses for the Project.

4. GoS shall pay to SIDCL the costs and other charges relating to procurement in three tranches.

- a. 110% of the estimated contract price under the Project Contracts (including the LC amount) for the procurement of fleet/buses and IITS in the first tranche in the designated account of the National Bank of Pakistan by 1<sup>st</sup> Quarter FY 2020-21. A joint LC for Green and Orange Line procurements shall be established for USD payments under the Project Contracts.
- b. The second tranche will be due on procurement of O&M, Stations Management, Clearing House and Periodic Infrastructure Maintenance for 42 months.
- c. The 3rd Tranche covering operations deficit for 42 months shall be released within three (3) months of the 2<sup>nd</sup> Tranche.

5. Besides estimated costs for procurement and operations, GoS shall pay SIDCL, on demand, any actual charges for the Orange Line BRTS' procurement and operations, including increase in price under Project Contracts due to variation, taxes and insurance charges.

6. SIDCL may elect to issue notice to proceed under the relevant Project Contracts only after GoS has deposited relevant funds in the designated account of the National Bank of Pakistan. The aforesaid designated account maintained by SIDCL with the National Bank of Pakistan shall be an escrow account. SIDCL and GoS shall additionally enter into an escrow agreement (in line with the terms and conditions for funding under this Agreement) in relation to, *inter alia*, the obligations of: (i) the GoS to deposit the funds into the designated escrow account; and (ii) the SIDCL for utilization of amounts in the designated escrow account for the establishment of the LC and making payments under the relevant Project Contracts.

7. For the on-going consultancies (Bus operations and IITS), GoS shall pay the amount related to Orange line (Bus procurement, Bus operations, IITS and Station Management).

#### ARTICLE 4: SALIENT PROJECT TERMS

1. The Parties agree that cost of procurement of fleet/buses and IITS related to the Project will be borne by GoS.

2. The risks related to the procurement and compliance with the applicable Public Procurement Rules and Regulations shall be the sole responsibility of SIDCL, GoS

Secretary  
Transport & Mass Transit Department  
Government of Sindh  
Karachi

Executive Officer  
Sindh Infrastructure Development Co/Ltd.

Cabinet Division  
Government of Pakistan



## ARTICLE 8: TAXES

All applicable government taxes in relation to the Project shall be borne by GoS and (where applicable) paid to SIDCL in accordance with Article 3 (*Mandate*), for the SIDCL Operations Term as well as thereafter for the remaining Project Term, provided that in the event that there are any tax refunds, adjustments and/or tax credits in respect of the Project in relation to the operation of the Project during the SIDCL Operations Term, which for all intents and purposes are for the benefit of SIDCL and the same remain unpaid, outstanding and/ or are not adjusted in favor of SIDCL during the SIDCL Operations Term, then these amounts shall be payable by GOS to SIDCL at the time of novation of the Project Contracts in favor of GOS.

## ARTICLE 9: ENTIRE AGREEMENT

This Agreement (including the documents and instruments mentioned herein) constitutes the entire agreement between the Parties With respect to its subject matter and supersedes all prior agreements and undertakings, both written and oral, between the Parties in respect to the subject matter hereunder.

## ARTICLE 10: NOTICES

(a) All notices or other communications to be given or made hereunder shall be in writing, shall be addressed for the attention of the persons indicated herein below, and shall either [-] be delivered personally or sent by courier, registered or certified mail or facsimile. The addresses for service of the Parties and their respective facsimile numbers shall be:

(i) If to the GOS:

Attn: Secretary, Transport and Mass Transit Department  
Address: 2<sup>nd</sup> Floor Tulghaq House, Sindh Secretariat.  
Facsimile: 021-99211017

(ii) If to SIDCL:

Attn: Chief Executive Officer  
Address: Sindh Infrastructure Development Company Limited  
6<sup>th</sup> Floor, Ext. Block, Bahria Complex IV, Gizri, Karachi  
Facsimile: + 92 (21) 35155102

(b) All notices shall be deemed delivered (i) when presented personally, (ii) if received on a Business Day for the receiving Party, when transmitted by facsimile to the receiving Party's facsimile number specified hereinabove and, if received on a Day that this is not a Business Day for the receiving Party, on the first Business Day of the receiving Party following the date transmitted by facsimile to the receiving Party's facsimile number specified hereinabove, (iii) two (2) Days after being delivered to a courier for overnight delivery, addressed to the receiving Party, at the address indicated hereinabove, or such other address as the receiving Party may have specified by written notice delivered to the delivering Party at its address or facsimile number specified above. Any notice given by facsimile shall be confirmed in writing delivered personally or sent by registered or certified mail, but the failure to provide such confirmation shall not void or invalidate the original notice if it is in fact received by the Party to which it is addressed.

**Chief Executive Officer**  
Sindh Infrastructure Development Co Ltd.

Transport & Mass Transit Department  
Government of Sindh  
Karachi

Cabinet Division  
Government of Pakistan

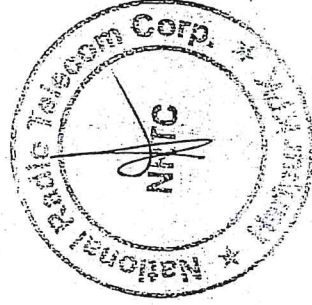




Handwritten signatures and dates:

- 12/20/20
- 12/20/20
- 12/20/20
- 12/20/20

[PKR]





[REDACTED]

Wendy  
12/12/20  
12/12/20  
12/12/20  
12/12/20





- ii- Funding covering fleet/buses procurement, IITS, O&M, Station Management and Clearing House shall be covered in the revised scope of PC-Is;
- iii- Routine and Periodic Infrastructure Maintenance; and
- iv- Operations Deficit, Insurance Cover, Provision of Taxes and other administrative expenses for the Project.

4. GoS shall pay to SIDCL the costs and other charges relating to procurement in three tranches.

- a. 110% of the estimated contract price under the Project Contracts (including the LC amount) for the procurement of fleet/buses and IITS in the first tranche in the designated account of the National Bank of Pakistan by 1<sup>st</sup> Quarter FY 2020-21. A joint LC for Green and Orange Line procurements shall be established for USD payments under the Project Contracts.
- b. The second tranche will be due on procurement of O&M, Stations Management, Clearing House and Periodic Infrastructure Maintenance for 42 months.
- c. The 3rd Tranche covering operations deficit for 42 months shall be released within three (3) months of the 2<sup>nd</sup> Tranche.

5. Besides estimated costs for procurement and operations, GoS shall pay SIDCL, on demand, any actual charges for the Orange Line BRTS' procurement and operations, including increase in price under Project Contracts due to variation, taxes and insurance charges.

6. SIDCL may elect to issue notice to proceed under the relevant Project Contracts only after GoS has deposited relevant funds in the designated account of the National Bank of Pakistan. The aforesaid designated account maintained by SIDCL with the National Bank of Pakistan shall be an escrow account. SIDCL and GoS shall additionally enter into an escrow agreement (in line with the terms and conditions for funding under this Agreement) in relation to, *inter alia*, the obligations of: (i) the GoS to deposit the funds into the designated escrow account; and (ii) the SIDCL for utilization of amounts in the designated escrow account for the establishment of the LC and making payments under the relevant Project Contracts.

7. For the on-going consultancies (Bus operations and IITS), GoS shall pay the amount related to Orange line (Bus procurement, Bus operations, IITS and Station Management).

#### ARTICLE 4: SALIENT PROJECT TERMS

1. The Parties agree that cost of procurement of fleet/buses and IITS related to the Project will be borne by GoS.

2. The risks related to the procurement and compliance with the applicable Public Procurement Rules and Regulations shall be the sole responsibility of SIDCL GoS Executive Officer.

Transport & Mass Transit Department  
Government of Sindh  
Karachi

Sindh Infrastructure Development Co Ltd.

Cabinet Division  
Government of Pakistan

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shall not be responsible for any matter of accountability surfaced before, during or after the conclusion of the Operations Term.

3. The Parties agreed that the following will be the applicable terms relating to the main aspects of the Project for the Project Term: -

1. The bus operator will:
  - a. operate and maintain the buses for the Project;
  - b. equip, operate and maintain the bus depots; and
  - c. procure the on-board fleet equipment as per the IT specifications.
2. The IITS/AFC provider will:
  - a. procure, supply, operate and maintain the IITS system;
  - b. undertake and provide station management services, including cleaning, maintenance and provision of security.
  - c. procure, supply, operate and maintain the AFC automated fare collection system;
  - d. supply, operate and maintain the IT system;
  - e. procure and supply call center equipment, as well as operate and manage the call center; and
  - f. operate and maintain the OCC building and space utilization by and under SIDCL's management
3. The clearing house shall:
  - a. provide fund management services;
  - b. auditing of revenues;
  - c. provide escrow account services; and
  - d. distribution of funds to relevant entities to whom such funds are due as per terms and conditions agreed to with the bus operator, IITS provider and clearing house.

4. Before the start of the SIDCL Operations Term, an inventory list shall be prepared jointly with the GoS (or third-party validation) and be ensured in acceptable working condition at the time of novation in favor of GoS. Infrastructure maintenance related to operations will be undertaken by SIDCL during the SIDCL Operations Term, which includes routine and periodic/ preventive maintenance as well as rehabilitation of the road infrastructure of the Project, including bus ways and elevated structures and Bus Stations. Upon completion of the SIDCL Operations Term and for the remaining Project Term, the responsibility and liability for infrastructure maintenance shall rest solely with GoS till the completion of Project Term.

5. Utilization of area within the OCC shall be under the mutual mandate of SIDCL and the GoS to the extent of BRT's Operations. OCC management and maintenance shall be with SIDCL for the period of the SIDCL Operations Term, which may be transferred to GoS at the end of the SIDCL Operations Term or another GoS nominated entity, as required.

6. Collection of fare revenues and other revenues from bus operations will be automatically transferred to central escrow bank account. SIDCL will assume ownership of the central escrow bank account till the completion of SIDCL Operation Term. Till SIDCL Operation Term, SIDCL will pay to the service providers under the Project Contracts from

Secretary  
Transport & Mass Transit Development  
Government of Sindh  
Karachi

(57)

Sindh Infrastructure Development Co Ltd

Cabinet Division

Government of Pakistan



**Contract: Facility Management**  
**Contractor: ONE2K (Private) Limited**

Particulars	Financial Bid (per month)	CPI	(Adjusted Monthly Invoice)	Total (per Year)
Estimated cost - Year I	6,006,000	7%	6,426,420	77,117,041
Estimated cost - Year II		10%	7,069,062	84,828,746
Estimated cost - Year III		10%	7,775,968	93,311,620
				<b>255,257,407</b>

**Contract: Fund Management**  
**Contractor: United Bank Limited**

Particulars	Financial Bid (per month)	CPI	(Adjusted Monthly Invoice)	Total (per Year)
Estimated cost - Year I	1,810,260	0%	1,810,260	21,723,120
Estimated cost - Year II		0%	1,810,260	21,723,120
Estimated cost - Year III		0%	1,810,260	21,723,120
				<b>65,169,360</b>







SINDH INFRASTRUCTURE DEVELOPMENT COMPANY LIMITED  
MINISTRY OF PLANNING, DEVELOPMENT AND SPECIAL INITIATIVE  
GOVERNMENT OF PAKISTAN  
6<sup>TH</sup> FLOOR, EXTENSION BLOCK, BAHRIA COMPLEX IV, KARACHI  
021-35155101; Fax: 021-35155102  
info@sidcl.com.pk; www.sidcl.com.pk

UNITED BANK LIMITED  
KARACHI.

No. SIDCL/GM(OPS)/OPS/2021/9911  
Dated: 1<sup>st</sup> Nov, 2021

This is to notify you that your Bid consisting of the Technical Proposal and the Financial Proposal dated September 6, 2021 for execution of the '*Green Line Fund Management Agreement and Orange Line Fund Management Agreement*' each in the form attached to the Bidding Documents (the '*Agreements*') for the Service Fee of PKR 9,436,155/- (Pakistani Rupees Nine Million Four Hundred Thirty Six Thousand One Hundred Fifty Five only) for Green Line and PKR 1,810,260/- (Pakistani Rupees One Million Eight Hundred Ten Thousand Two Hundred Sixty only) for Orange Line, as corrected and modified in accordance with the Bidding Documents is hereby accepted by the Employer.

You are requested to countersign and furnish your acceptance of this Notification of Award within seven (07) days of issuance of this Notification of Award which shall constitute your acceptance of this Notification of Award (the '*Letter of Acceptance*') and thereafter sign the Agreements (in the form attached to the Bidding Documents) within thirty (30) days of issuance of this Notification of Award.

On the date of signing of the Agreements you are required to provide certified true copies of all resolutions of the governing body of the Fund Manager authorizing execution, delivery of the Agreements and the performance of the Fund Management Services under the Agreements (each to the satisfaction of the Employer). Failure to furnish the Letter of Acceptance, execute the Agreements or the aforesaid authorization from governing body of the Fund Manager each within the aforesaid time period may result in cancellation of the award.

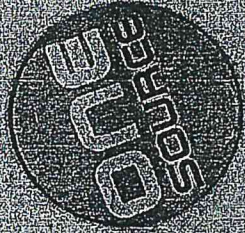
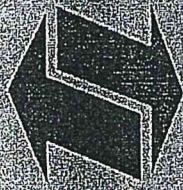
This Notification of Award shall incorporate all agreements made to the Bid (if any) agreed between the Employer and yourself. This Notification of Award duly accepted by you shall constitute, subject to all terms and conditions of the Bidding Documents except the changes or modifications agreed between yourself and the Employer, a binding contract between us until the aforesaid Agreements are executed.

We would appreciate immediate notification and in any case within seven (07) days of award, of your acceptance of this Notification of Award i.e., the Letter of Acceptance, by returning one copy of this Notification of Award after affixing your signature in the space provided below.

*Unless expressly specified otherwise, all capitalized terms used herein shall bear the meaning ascribed thereto in the Bidding Documents*

(Nadeem Lodhi)  
Chief Executive Officer  
For Sindh Infrastructure Development Company Limited





**SECURITY 2000 (PVT) LTD,  
ONE SOURCE MAINTENANCE (PVT) LTD.**

Strategic Partners

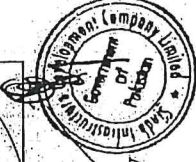
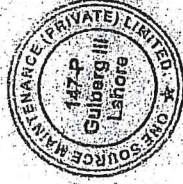
FORM F2



**BIDDING FORM/F2 - DETAILS OF FINANCIAL PROPOSAL**

Components	Indexation	Green Line PKR/ Month	Orange Line PKR/ Month
Salaries and Management Fees	Annual as per CPI	29,007,000/-	4,641,120/-
Insurance	As per Actual	1,208,625/-	193,380/-
Supplies And Maintenance Items	Annual as per washing /soap/detergents	10,071,875/-	1,171,500/-
Monthly Service Fee		40,287,500/-	6,006,000/-

**Service Fee = 25 x monthly Service Fee Green Line + 4 x monthly Service Fee Orange Line**





- ii- Funding covering fleet/buses procurement, IITS, O&M, Station Management and Clearing House shall be covered in the revised scope of PC-Is;
- iii- Routine and Periodic Infrastructure Maintenance; and
- iv- Operations Deficit, Insurance Cover, Provision of Taxes and other administrative expenses for the Project.

4. GoS shall pay to SIDCL the costs and other charges relating to procurement in three tranches.

- a. 110% of the estimated contract price under the Project Contracts (including the LC amount) for the procurement of fleet/buses and IITS in the first tranche in the designated account of the National Bank of Pakistan by 1<sup>st</sup> Quarter FY 2020-21. A joint LC for Green and Orange Line procurements shall be established for USD payments under the Project Contracts.
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5. Besides estimated costs for procurement and operations, GoS shall pay SIDCL, on demand, any actual charges for the Orange Line BRTS' procurement and operations, including increase in price under Project Contracts due to variation, taxes and insurance charges.

6. SIDCL may elect to issue notice to proceed under the relevant Project Contracts only after GoS has deposited relevant funds in the designated account of the National Bank of Pakistan. The aforesaid designated account maintained by SIDCL with the National Bank of Pakistan shall be an escrow account. SIDCL and GoS shall additionally enter into an escrow agreement (in line with the terms and conditions for funding under this Agreement) in relation to, *inter alia*, the obligations of: (i) the GoS to deposit the funds into the designated escrow account; and (ii) the SIDCL for utilization of amounts in the designated escrow account for the establishment of the LC and making payments under the relevant Project Contracts.

7. For the on-going consultancies (Bus operations and IITS), GoS shall pay the amount related to Orange line (Bus procurement, Bus operations, IITS and Station Management).

#### ARTICLE 4: SALIENT PROJECT TERMS

1. The Parties agree that cost of procurement of fleet/buses and IITS related to the Project will be borne by GoS.

2. The risks related to the procurement and compliance with the applicable Public Procurement Rules and Regulations shall be the sole responsibility of SIDCL. GoS shall be responsible for the execution of the Project.

Transport & Mass Transit Department  
Government of Sindh  
Karachi

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Sindh Infrastructure Development Co Ltd.

Cabinet Division  
Government of Pakistan



Detail of Consultancy Charges:

Consultancy Contract					PC - I	
					Particulars	Rs. in Million
Exponent, EY & Haidermota	BLIC, EA & DCC	The Engineer	Total			
Rs.	Rs.	Rs.	Rs.			
69,825,120	232,470,824	18,000,000	320,295,944	Bid Price (GL + OL)		
58,502,620	194,774,492	15,081,208	268,358,321	PC-I Cost:		
11,322,500	37,696,332	2,918,792	51,937,623	Green Line		
69,825,120	232,470,824	18,000,000	320,295,944	Orange Line		
13,076.60						





## **Consultancy Services for Green and Orange Line BRTS Project.**

(Hiring of Technical, Financial and Legal Consultants for  
Provision of Consultancy Services for Operationalization  
of Green & Orange Lines Bus Rapid Transit Systems)

### **Consultancy Service Agreement**

AMONGST

EXPONENT ENGINEERS (PVT.) LIMITED

AND

HAIDERMOTA & CO.

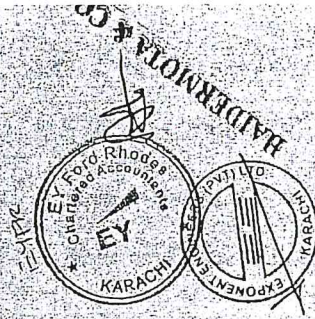
AND

EY FORD RHODES

AND

SINDH INFRASTRUCTURE DEVELOPMENT COMPANY LTD.,

DATE 1st April, 2021





## SCHEDULE D - MILESTONES

### TRANSACTION ADVISORY SERVICES FEE

In accordance with the Clause 6 of this Agreement, the Consortium Fee for the performance of the Services is: PKR 69,825,120/- (Pakistan Rupees Sixty Nine Million Eight Hundred Twenty Five Thousand One Hundred Twenty only) inclusive of SST (currently at [13%] for EE and [8%] for EY, Ford Rhodes & HMCo, respectively, payable in the manner as described hereunder:

#### For Phase I:

S. No.	Output	Submission	Fee (% of Quoted Fee)	Submission Timelines (Days)	EE	EY	HMCO	Amount (PKR)
1	Inception Report	Draft Final	10 5	30	1,352,285	1,464,214	1,464,214	4,880,712
2	Task 1: Output 1, 2 & 3	Draft Final	15 10	60	2,196,320	2,562,374	2,562,374	7,321,068
3	Task 2: Output 4 Complete	Draft Final	15 10	90	5,124,748	1,098,160	1,098,160	7,321,068
4	Task 3: All Remaining Outputs except Output 5	Draft Final	15 20	150	3,416,498	1,830,267	1,830,267	7,321,068
	<b>Total</b>		<b>100</b>		<b>21,509,751</b>	<b>14,237,370</b>	<b>12,960,000</b>	<b>48,807,120</b>

#### For Phase II:

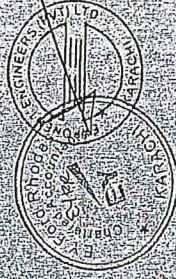
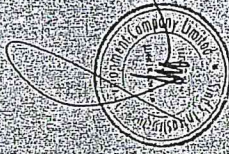
S. No.	Output	Monthly Payment Disbursement	EE	Amount (PKR)
1	Task 4: Output 5	Month 1	1,751,500	1,751,500
		Month 2	1,751,500	1,751,500
		Month 3	1,751,500	1,751,500
		Month 4	1,751,500	1,751,500
		Month 5	1,751,500	1,751,500
		Month 6	1,751,500	1,751,500
		Month 7	1,751,500	1,751,500
		Month 8	1,751,500	1,751,500
		Month 9	1,751,500	1,751,500
		Month 10	1,751,500	1,751,500
		Month 11	1,751,500	1,751,500
		Month 12	1,751,500	1,751,500
	<b>Total</b>		<b>21,018,000</b>	<b>21,018,000</b>

#### Notes:

1. The Consortium Members shall submit invoices aggregating to the Fee amount in the Milestones indicated above, clearly listing out the invoice amounts in Pakistan Rupees relating to each Consortium Member. Payment for Services provided by each Consortium Member shall be paid by SIDCL directly in the name of the respective Consortium Members as indicated in Clause 12.5 of this Agreement.

2. The Reimbursable Expenses indicated above will be invoiced as and when incurred during the engagement; these Reimbursable Expenses are not related to any Milestones. Reimbursable expenses will be incurred subject to prior approval of SIDCL.

3. Balance of reimbursable expenses (if any) would be paid on project launch.





**CONTRACT FOR  
ENGINEERING CONSULTANCY SERVICES**  
(Lump Sum for Design Stage i.e, Stage I & II)

between



**KARACHI INFRASTRUCTURE DEVELOPMENT  
COMPANY LTD.  
MINISTRY OF COMMUNICATIONS  
GOVERNMENT OF PAKISTAN**

and

**JOINT VENTURE OF**

**BLIC GMBH,  
EA CONSULTING (PVT) LTD  
AND  
DATA COMMUNICATION AND CONTROL (PVT) LTD**

for

**FEASIBILITY & TECHNICAL STUDY  
AND PRELIMINARY DESIGN FOR  
INTEGRATED INTELLIGENT TRANSPORT SYSTEM (IITS)  
FOR THE KARACHI MASS TRANSIT PLAN  
(STAGE I & II)**

*June 2016*



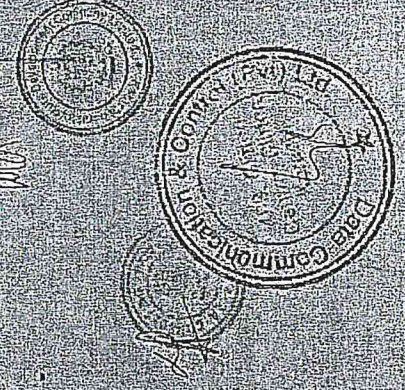
would be adjusted accordingly. Remuneration and unit rates before taxes will remain the same.

6. The representative of M/E BUL GmbH raised a query as regards payments after the recommendation of Technical Committee of GoS. He suggested that there should be a time limit for receiving recommendation from Technical Committee. It was mutually agreed that upon submission of the deliverables to the Technical Committee, Transport Department of GoS, the Technical Committee is likely to give its nod within 12 working days. As the payment is required to be made within 28 days after submission of invoice, the Client would endeavor to respect the timelines committed under the contract.

7. After effecting necessary mutually agreed changes, the final contract price is evaluated as shown below:

STAGE I & II		FINAL CONSULTANCY CONTRACT PRICE	
SER. NO	DESCRIPTION	AMOUNT (PAK. RS.)	AMOUNT (USD)
1	SALARY COST	34,480,000	109,340
2	DIRECT COST	46,780,000 minus 1,000,000 = 45,780,000.00	163,891 minus 20,938 = 142,953.00
	TOTAL		612,955.40
Conversion of USD components into PKR: AS PER REP. THE FOREIGN CURRENCY RATE WILL BE CONSIDERED AT THE TIME OF SUBMISSION. 30th November 2015. The Rate of USD on this date is 105.40.			612,955.40 X 105.40 = 646,605.457
Income Tax @ 6% (As per clause 5.52 (A) Income Tax Ordinance, amended by Finance Act 2015, attached as Annex-A to these minutes)			US \$ 3,876,527.00
Sindh Sales Tax (SST) on Services @ 10% (As per Government Regulations)			PKR 9,044,763.00
Sindh Sales Tax (SST) on Services @ 14% (As per Government Regulations)			
Grand Total in PKR of Stage I & II			PKR 129,624,568.00
STAGE II			
1	SALARY COST	62,130,000	41,876
2	DIRECT COST	30,580,000	
	TOTAL	92,710,000.00 72,400,000 = 85,520,000.00	41,876
Conversion of USD components into PKR: AS PER REP. THE FOREIGN CURRENCY RATE WILL BE CONSIDERED AT THE TIME OF SUBMISSION. 30th November 2015. The Rate of USD on this date is 105.40.			11,876 X 105.40 = 1,251,730

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Income Tax 0%		Rs. 264,824.00
Sindh Sales Tax (SST) on Services @ 14% (As per Government Regulations)		Rs. 6,17,922.00
Sindh Sales Tax (SST) on Services @ 16% (As per Government Regulations)	Rs. 11,975,800	
<b>Grand Total (in PKR of Stage III)</b>		<b>Rs. 102,846,276.00</b>
<b>Grand Total of Project</b>		<b>Rs. 1,29,124,548 + 102,846,276 = 232,970,824.00</b>

8. The Mode of Payment for Stage-I & II (Lumpsum) was agreed upon and accepted by all members as below:

Stage / Completion of Activity	% of Contract Price, excl. GST if any
Mobilization Cost, against Insurance Guarantee of AA or above Insurance Provider in Pakistan	10%
Inception Report	5%
Task 1	15%
Task 2	10%
Task 3	15%
Task 4	10%
Task 5	10%
Task 6	10%
Task 7	15%

9. Furthermore, the JV requested that as M/s. BLIC GMBH is a non-resident partner, and that the other two JV partners are local, KBCU should arrange for payment to each JV partner separately as per their share in JV and subject to withholding of tax. The JV submitted that this arrangement is a practice in vogue in National Highway Authority (Ministry of Communications), KMC and Government of Sindh (precedents attached at Annex B to these minutes). After detailed negotiations, the Client agreed in principle to entertain the request only upon legal advice from a tax consultant.

10. The JV submitted the prerequisite legal opinion from A. Qadir & Company Advocates, Taxation & Company (attached at Annex G) to these minutes. In view of the aforesaid precedents, legal opinion and mutually agreed arrangement between the Client and JV, the following payment mechanism is agreed upon:

a. Upon reaching respective stage / completion of activity as in mode of payment above, the lead JV partner will submit the statement/invoice as the request for payment to the employer after collection of statements/invoices from other member of JV authenticated with official stamp and signature OR leader of JV will submit the statement/invoice as the request for payment after obtaining official stamp and signature of himself and others members of JV or the statement/invoice to the Client.

Page 4 of 6



- ii- Funding covering fleet/buses procurement, IITS, O&M, Station Management and Clearing House shall be covered in the revised scope of PC-Is;
- iii- Routine and Periodic Infrastructure Maintenance; and
- iv- Operations Deficit, Insurance Cover, Provision of Taxes and other administrative expenses for the Project.

4. GoS shall pay to SIDCL the costs and other charges relating to procurement in three tranches.

- a. 110% of the estimated contract price under the Project Contracts (including the LC amount) for the procurement of fleet/buses and IITS in the first tranche in the designated account of the National Bank of Pakistan by 1<sup>st</sup> Quarter FY 2020-21. A joint LC for Green and Orange Line procurements shall be established for USD payments under the Project Contracts.
- b. The second tranche will be due on procurement of O&M, Stations Management, Clearing House and Periodic Infrastructure Maintenance for 42 months.
- c. The 3rd Tranche covering operations deficit for 42 months shall be released within three (3) months of the 2<sup>nd</sup> Tranche.

5. Besides estimated costs for procurement and operations, GoS shall pay SIDCL, on demand, any actual charges for the Orange Line BRTS' procurement and operations, including increase in price under Project Contracts due to variation, taxes and insurance charges.

6. SIDCL may elect to issue notice to proceed under the relevant Project Contracts only after GoS has deposited relevant funds in the designated account of the National Bank of Pakistan. The aforesaid designated account maintained by SIDCL with the National Bank of Pakistan shall be an escrow account. SIDCL and GoS shall additionally enter into an escrow agreement (in line with the terms and conditions for funding under this Agreement) in relation to, *inter alia*, the obligations of: (i) the GoS to deposit the funds into the designated escrow account; and (ii) the SIDCL for utilization of amounts in the designated escrow account for the establishment of the LC and making payments under the relevant Project Contracts.

7. For the on-going consultancies (Bus operations and IITS), GoS shall pay the amount related to Orange line (Bus procurement, Bus operations, IITS and Station Management).

#### ARTICLE 4: SALIENT PROJECT TERMS

1. The Parties agree that cost of procurement of fleet/buses and IITS related to the Project will be borne by GoS.

2. The risks related to the procurement and compliance with the applicable Public Procurement Rules and Regulations shall be the sole responsibility of SIDCL GoS Executive Officer.

Secretary  
Transport & Mass Transit Department  
Government of Sindh  
Karachi

(6)

Sindh Infrastructure Development Co Ltd.

Cabinet Division  
Government of Pakistan



Estimate of Insurance Charges for Orange Line Buses & IITS Equipments

Particulars	USD	Rate	Amount in PKR
<b>Marine Insurance:</b>			
C&F	3,488,100	180	627,858,000
Other Charges @ 10%	348,810	180	62,785,800
			<u>690,643,800</u>
- Marine insurance premium		0.25%	1,726,610
- War & SRCC		0.0475%	328,056
	<b>A</b>		<b>2,054,665</b>
<b>Motor Insurance:</b>			
Cost of buses	3,488,100	180	627,858,000
Estimated sum insured of Buses			1,226,371,587
- Motor Insurance premium	<b>B</b>	1.25%	<b>15,329,645</b>
<b>Fire Insurance:</b>			
Cost			205,898,157
IITS equipment - Package A			85,082,971
IITS equipment - Package B			<u>290,981,128</u>
Estimated sum insured of IITS equipments	<b>C</b>		1,100,757,163
- Fire Insurance Premium		0.5%	<b>5,503,786</b>
Total premium excluding taxes	<b>A+B+C</b>		<b>22,888,096</b>
Sales tax on services (SRB)		13%	2,975,452
Federal Insurance Fee (SRB)		1%	228,881
Stamp duty on marine insurance		0.025%	172,661
Total premium to be paid for 1st Year (Approx)	<b>D</b>		<b>26,265,090</b>
Insurance for remaining 2 Years:			
Motor Insurance			15,329,645
Fire Insurance			5,503,786
		x 2	20,833,431
	<b>E</b>		<b>41,666,861</b>
Total to be paid for Orange Line Buses & IITS Equipment (Approx)	<b>D+E</b>		<b>67,931,952</b>





### Debit Note

In consideration of the payment to us by or on behalf of the Assured of premium specified in the schedule, we hereby agree to insure against loss damage liability or expense in the manner hereinafter provided.

Debit Note No	: 2027/KB/B/M/L/P/D/Q0990	Office	: Karachi Branch
Business Class	: MARINE CARGO (PC)	Branch Address	: 2nd Floor, NIC Building, Abbasi Shaheed Road.
Insurance Type	: Direct	Issue Date	: 14/07/2021
Tariff Heading	: 9813.1400		
Insured	: M/S Singh Infrastructure Development Company Ltd		
Insured STN	: 1230213256321		

We give below the premium calculation as desired by you for your kind perusal and necessary action.

Interest

L2 METER PARTS 20 BUSINESS NON-ARTICULATED SPARE PARTS PAK, TOOLS AND

Kindly refer to your letter fax/email dated regarding advice for Marine Insurance. We are to please to submit the premium advice as per the detail provided by you for your perusal,

Doc. Ref./ Introduced By	:	Email dated 14-07-2021
P.O. No.	:	
L/C No.	:	
BOLAWB#	:	
Voyage From	:	CHINA SEAPORT
Voyage To	:	KARAGHI SEAPORT
Base Value		Basis of Valuation
C&F		
Other Charges	34881.00	10.00%
Total		

Form E' No.	Rate	Amount In Rs
Invoice No.	159.6	556700760.00
Vessel/Carrier		
Sailing on/or about		
Mode of Transport		
Built Year	159.6	55670076.00
		612.170832.00

### PREMIUM CALCULATION:

Gross Premium				Rs.
Sum Insured				
Marine	@ 100% of	0.45000%		Rs.
War & SRCC	@ 100% of	0.04750%		Rs.
Gross Premium				Rs.
Discounts				
Net Premium				Rs.
Sales Tax on Services (SRB)	13 %			Rs.
Federal Insurance Fee (SRB)	1 %			Rs.
Stamp Duty	0.25			Rs.
Total Premium				Rs.

Amount in Words: Two Million Two Hundred Twenty Nine Thousand Nine Hundred Forty Eight Only

DESCRIPTION	QUANTITY	UNIT PRICE	DAP	TOTAL
12-METER BRGS VEHICLE NON-ARTICULATED	20	\$	155,500/=	\$3,110,000/=
SFIRE PARTS PACKAGE	TUMSUM	\$	365,300/=	\$ 365,300/=
TOOL & DIAGNOSTIC EQUIPMENT	1 SET	\$	12,200/=	\$ 12,200/=
			G.TOTAL	\$3,488,100/=

REFERENCE TO YOUR EMAIL DATED 14/07/2021 LETTER REFERENCE NO. SICL/COC/2020/8406 DATED: 14/07/2021 AND DISCUSSED WITH SENIOR MANAGEMENT OF BOTH ORGANIZATION DATED: 15/07/2021 HERE WE ARE AGREE TO GENERATE DEBIT NOTE WITH FOLLOWING DETAILS.

Subject to the following clauses, endorsements, special conditions & warranties:

Loss/damage incurred to the consignment due to the negligence of staff concerned of the port, of the insured including staff of the transporter while loading / unloading, without observing all precautionary measures and protocols, same will not be entertained in terms of Claims."

Important Notice: 2- Institute Cargo Clauses A; 3- Institute War Clauses (Cargo); 4- Institute Strikes Clauses (Cargo)

**Provincial laws:** Once the premium is received to the NICF, Sales Tax / FED Invoices, as the case may be, would be issued to the client. This Debit Note is not a sales tax / FED Invoice and should not be construed as such for the purpose of Sales Tax on Services under any Provincial laws.

For and on behalf of  
National Insurance Company Limited.





National Insurance Company Limited  
(OWNED BY THE GOVERNMENT OF PAKISTAN)

MOTOR  
DEBIT NOTE

Debit Note No : 2021/KB/B/AC/C/D/Q0019 Office : Karachi Branch  
Business Class : COMMERCIAL VEHICLE (COMPREHENSIVE) Branch Address : 2nd Floor, NIC Building Abbasi  
Shaheed Road.  
Insurance Type : Direct Issue Date : 14/07/2021  
Tariff Heading : 9813.1600  
Insured : M/S Sindh Infrastructure Development Company Ltd  
Insured STN : 1230213256321 Insured NTN :  
Period of Insurance : From 27/12/2021 To 26/12/2022 (Both dates inclusive)  
Geographical Area : Pakistan / Azad Kashmir

We give below the premium calculation as desired by you for your kind perusal and necessary action.

Registration No.	:	*	Cubic Capacity	:	*
Engine No.	:	*	Year Of Manufacture	:	*
Chassis No.	:	*	Type of Body	:	*
Make	:	*			
Accessories	:	*			

PREMIUM CALCULATION :

Insured's Estimated Value	Sum Insured
The Motor car	Rs. 7,490,000,000.00
Accessories	Rs. 7,490,000,000.00
Total	Rs. 7,490,000,000.00
Gross Premium : Insured Estimated value	Rs. 93,625,040.00
Gross Premium	Rs. 93,625,040.00
Discounts :	Rs. 93,625,040.00

Net Premium	Rs. 93,625,040.00
Sales Tax on Services (SRB) 13 %	Rs. 12,171,255.00
Federal Insurance Fee (SRB) 1 %	Rs. 936,250.00
Total Premium	Rs. 106,732,545.00

Amount in Words : One Hundred Six Million Seven Hundred Thirty Two Thousand Five Hundred Forty Five Only

Description

Motor (CV) Debit Note including Terrorism @1.25%, Plus Government Duties for (80)busses of Green Line Project.

Death/ PD	Rs. 500,000.00 Maximum each case.
Bodily Injury	Rs. 200,000.00 Maximum each case.
Aggregate Limit	Rs. 100 Million.

Subject to the following clauses, endorsements, special conditions & warranties:

Market Value Clause, Special Exclusions-Commercial Vehicles, Policies issued in the names of Joint Owners, Companies or Firms, Hire Purchase, Policies Subject to Hypothecation Agreement, Voluntary Excess Own Damage, Terrorism Endorsement, Depreciation Clause  
Note: This Debit Note is not a sales tax / FED invoice and should not be construed as such for the purpose of Sales Tax on Services under any federal provincial laws. Once the premium is received to the NICL, Sales Tax / FED invoice, as the case may be, would be issued to the client.

Sales User: AFTAB.KHI

For and on behalf of  
National Insurance Company Limited.  
STRN No. : S0711319-6  
NTN No. : 0711319-6







**National Insurance Company Limited**  
(OWNED BY THE GOVERNMENT OF PAKISTAN)

**FIRE  
DEBIT NOTE**

Debit Note No. : 2021/KB/B/FN/R/D/Q00068  
Business Class : Fire Normal  
Insurance Type : Direct  
Peril Heading : 9813.1200  
Insured : M/S Sindh Infrastructure Development Company Ltd  
Insured STN : 1230213256321  
Period of Insurance : From 15/11/2021 To 14/11/2022  
Geographical Area : Pakistan / Azad Kashmir

Office : Karachi Branch  
Branch Address : 2nd Floor, NIC Building Abbasi Shaheed Road.  
Issue Date : 12/11/2021

Insured NTN :  
(Both dates inclusive)

Give below the premium calculation as desired by you for your kind perusal and necessary action.

**PREMIUM CALCULATION :**

	Sum Insured	
	Gross Premium	Net Premium
	Rs.	Rs.
	7,947,600,000.00	39,738,000.00
	Rs.	Rs.
	39,738,000.00	39,738,000.00

**Net Premium**

Sales Tax on Services (SRB)  
Federal Insurance Fee (SRB)

**Total Premium**

Rs. 39,738,000.00  
Rs. 5,165,940.00  
Rs. 397,380.00  
Rs. 45,301,320.00

Amount in Words : Forty Five Million Three Hundred One Thousand Three Hundred Twenty Only

**Description**

1. Allied Perils (Projected S/I as per survey report)  
Rate: (AVG 3.846/12) Substantial - As per Risk Survey

Equipment-1 (21 stations)	Rs. 3,604,600,000
Equipment-2 (GCC)	Rs. 2,016,600,000
Equipment-3 (Depot)	Rs. 1,159,000,000
Repairs (For all control IT, Misc)	Rs. 1,167,400,000

Total Rs. 7,947,600,000

Aggregate Limit of Liability: 750 Million  
Capable: 5% of EEL Min Rs. 500,000.00

**Is Covered:**

Earthquake, Atmospheric Disturbance (AD), Aircraft Damage, Standard Explosion, Malicious Damage (MD), Riot  
Fire & Civil Commotion, Burglary (Impact Damage)

This Debit Note is not a sales tax / FED invoice and should not be construed as such for the purpose of Sales Tax on Services under any federal / provincial laws. Once the premium is received to the NICL, Sales Tax / FED invoice, as the case may be, would be issued to the client.



For and on behalf of  
**National Insurance Company Limited.**  
STRN : S0711319-6  
NTN No. : 0711319-6

*[Signature]*

Authorized Signatory



- ii- Funding covering fleet/buses procurement, IITS, O&M, Station Management and Clearing House shall be covered in the revised scope of PC-Is;
- iii- Routine and Periodic Infrastructure Maintenance; and
- iv- Operations Deficit, Insurance Cover, Provision of Taxes and other administrative expenses for the Project.

4. GoS shall pay to SIDCL the costs and other charges relating to procurement in three tranches.

- a. 110% of the estimated contract price under the Project Contracts (including the LC amount) for the procurement of fleet/buses and IITS in the first tranche in the designated account of the National Bank of Pakistan by 1<sup>st</sup> Quarter FY 2020-21. A joint LC for Green and Orange Line procurements shall be established for USD payments under the Project Contracts.
- b. The second tranche will be due on procurement of O&M, Stations Management, Clearing House and Periodic Infrastructure Maintenance for 42 months.
- c. The 3rd Tranche covering operations deficit for 42 months shall be released within three (3) months of the 2<sup>nd</sup> Tranche.

5. Besides estimated costs for procurement and operations, GoS shall pay SIDCL, on demand, any actual charges for the Orange Line BRTS' procurement and operations, including increase in price under Project Contracts due to variation, taxes and insurance charges.

6. SIDCL may elect to issue notice to proceed under the relevant Project Contracts only after GoS has deposited relevant funds in the designated account of the National Bank of Pakistan. The aforesaid designated account maintained by SIDCL with the National Bank of Pakistan shall be an escrow account. SIDCL and GoS shall additionally enter into an escrow agreement (in line with the terms and conditions for funding under this Agreement) in relation to, *inter alia*, the obligations of: (i) the GoS to deposit the funds into the designated escrow account; and (ii) the SIDCL for utilization of amounts in the designated escrow account for the establishment of the LC and making payments under the relevant Project Contracts.

7. For the on-going consultancies (Bus operations and IITS), GoS shall pay the amount related to Orange line (Bus procurement, Bus operations, IITS and Station Management).

#### ARTICLE 4: SALIENT PROJECT TERMS

1. The Parties agree that cost of procurement of fleet/buses and IITS related to the Project will be borne by GoS.

2. The risks related to the procurement and compliance with the applicable Public Procurement Rules and Regulations shall be the sole responsibility of SIDCL. GoS shall be responsible for the procurement of the Project.

Transport & Mass Transit Department  
Government of Sindh  
Karachi

Sindh Infrastructure Development Co Ltd.

Cabinet Division

Government of Pakistan

6



shall not be responsible for any matter of accountability surfaced before, during or after the conclusion of the Operations Term.

3. The Parties agreed that the following will be the applicable terms relating to the main aspects of the Project for the Project Term: -

1. The bus operator will:
  - a. operate and maintain the buses for the Project;
  - b. equip, operate and maintain the bus depots; and
  - c. procure the on-board fleet equipment as per the IT specifications.
2. The ITS/AFC provider will:
  - a. procure, supply, operate and maintain the ITS system;
  - b. undertake and provide station management services, including cleaning, maintenance and provision of security.
  - c. procure, supply, operate and maintain the AFC automated fare collection system;
  - d. supply, operate and maintain the IT system;
  - e. procure and supply call center equipment, as well as operate and manage the call center; and
  - f. operate and maintain the OCC building and space utilization by and under SIDCL's management
3. The clearing house shall:
  - a. provide fund management services;
  - b. auditing of revenues;
  - c. provide escrow account services; and
  - d. distribution of funds to relevant entities to whom such funds are due as per terms and conditions agreed to with the bus operator, ITS provider and clearing house.

4. Before the start of the SIDCL Operations Term, an inventory list shall be prepared jointly with the GoS (or third-party validation) and be ensured in acceptable working condition at the time of novation in favor of GoS. Infrastructure maintenance related to operations will be undertaken by SIDCL during the SIDCL Operations Term, which includes routine and periodic/ preventive maintenance as well as rehabilitation of the road infrastructure of the Project, including bus ways and elevated structures and Bus Stations. Upon completion of the SIDCL Operations Term and for the remaining Project Term, the responsibility and liability for infrastructure maintenance shall rest solely with GoS till the completion of Project Term.

5. Utilization of area within the OCC shall be under the mutual mandate of SIDCL and the GoS to the extent of BRT's Operations. OCC management and maintenance shall be with SIDCL for the period of the SIDCL Operations Term, which may be transferred to GoS at the end of the SIDCL Operations Term or another GoS nominated entity, as required.

6. Collection of fare revenues and other revenues from bus operations will be automatically transferred to central escrow bank account. SIDCL will assume ownership of the central escrow bank account till the completion of SIDCL Operation Term. Till SIDCL Operation Term, SIDCL will pay to the service providers under the Project Contracts from

Chief Executive Officer

Sindh Infrastructure Development Co Ltd

Secretary

Transport & Mass Transit Department  
(Government of Sindh)  
Karachi

Cabinet Division

Government of Pakistan



## FINAL COST ESTIMATES - ORANGE BRT PROJECT

S. No.	Description	Original PC-1 Amount (Rs.)	Revised PC-1 Amount (Rs.)	Comments
6	ITS Operations	11,230,000	33,700,000	ITS operations are covered under this head. Details provided in the cost estimates.
7	ITS Maintenance (2 yrs warranty + 1 year S&M)		44,000,000	Maintenance of ITS equipment is covered under this head.
8	Station Management	43,200,000	129,600,000	Expenditures related to security, cleaning and minor maintenance
9	Operation Unit	20,000,000	60,000,000	Exclusive unit under SIDCL to look after BRT operations and maintenance
		USD	PKR	
10	Maintenance supervision of vehicles	\$254,600	40,736,000	Reference to a letter from SIDCL after the Technical Committee was held vide SIDCL(GLBRTS)/COO/2020/8395 dated 11th January 2021 wherein SIDCL clarified that these are ancillary heads to be considered part and parcel of bus procurement and whose costing was missed in the cost summary sheet earlier. These are the items associated with the procurement of buses. Please note that the cost of the buses i.e USD 3,110,600 is counted only once in the total sum. Although the same is mentioned twice in this summary.
11	Maintenance training program	\$2,800	448,000	
12	Driver training program	\$2,300	368,000	
13	Completion of full vehicle homologation, registration and licensing for BRTS vehicles	\$103,200	16,512,000	
	<b>Total Subsidy Req. (B) (5C+6+7+8+9+10+11+12+13)</b>		<b>368,321,336</b>	<b>PKR 368,321,336/= is to be paid as Pak Rupee Component</b>
	<b>Total (A+B)</b>	<b>1,546,700,522</b>		
14	Add 2% Consultancy Charges (Design, Transaction, Legal and Operations Advisory)	30,934,010		Consultancy services required for designing integration and operationalization of the ASE BRT. Details provided in the cost estimates.
15	Add 2% Contingencies (Unforeseen/Hedging/Price Variation / Ancillary)	30,934,010		Unexpected price changes due to foreign exchange component and inflation.
16	Add 2% Insurance of Government Asset (0.67% per year)	30,934,010		Insurance cost necessary to secure the government assets considering any unfavorable circumstances.
17	Add 2% Establishment Charges of SIDCL	30,934,010		Administrative expenditures of the SIDCL establishment are covered under this head.
18	Improvement in Infrastructure (Physical Integration & Infrastructure Maintenance)	450,000,000		Cost of physical integration of ASE and Green BRT and annual maintenance of the ASE BRT dedicated corridor for 3 years rationalized after Technical Committee Meeting.
	<b>TOTAL (to be given to SIDCL)</b>	<b>2,120,436,564</b>		To be considered as <b>REVENUE</b> component.
	<b>TOTAL Revised PC-1 Cost</b>	<b>4,290,772,857</b>		



- (c) In carrying out its obligations and duties under this Agreement each Party shall have an implied obligation of good faith.
- (d) A reference to any legislation or legislative provision includes any reference to statutory modification or re-enactment or amendment to or legislative provision substituted for and any subordinate legislation under that legislation or legislative provision and
- (e) Reference to any document, instrument or agreement are references to that document, instrument or agreement as amended, consolidated, supplemented, novated or replaced from time to time.

## ARTICLE 2: ROUTE AND ROW

GoS agrees and confirms that the Route for the Project shall be as annexed at Schedule 1 hereto and that GoS shall make available the ROW free from all liens, charges, encumbrances, liabilities or the like of whatsoever nature in relation to the Route for the Project since the land required for the ROW is owned by GoS. For any ROW passing through privately owned land, GoS shall acquire and own such land directly and assign through the Agreement to the SIDCL for the SIDCL Operations Term.

## ARTICLE 3: MANDATE

1. GoS confirms and agrees that it has given the mandate to SIDCL to implement the Project based on the RFPs and Project Contracts for the Project Term and for SIDCL to manage the operations & maintenance of the Project for the Project Operations Term after which it is confirmed and agreed that the Project Contracts shall be novated in favor of GoS such that all the rights, responsibilities and obligations of SIDCL under the Project Contracts and OCC Agreement shall be taken over and vest in their entirety in favor of GoS. Upon such transfer SIDCL shall be relieved of all obligations assigned or transferred to and assumed by the GoS under the Project Contracts.
2. GoS shall appoint an authorized representative with regard to oversee the process of implementation of the Project(s) who shall serve as the focal person for GoS for the Project and notify to SIDCL commencing from the Effective Date and agrees to communicate any feedback input to SIDCL within the agreed reasonable timeframe. Notwithstanding the same, GoS undertakes, agrees and confirms that it shall not contest any decisions and actions taken by SIDCL in relation to the project during the SIDCL Operations Project Term except the decisions and action pertaining to regulations and policy matters in good faith until the Project Contracts have been novated in favor of GoS.
3. The GoS may appropriately arrange for the requisite funding for procurement of buses and operations of Orange Line BRTS (including making payments under Project Contracts), and may consider revising the PCL of Orange line BRTS, to include the following:
  - i. Establishment Charge of SIDCL amounting 2% of the Project Cost and 2% of the Project Cost for the Operations Unit Executive Officer

Transport & Mass Transit Department  
Government of Sindh  
Karachi

(5)

Infrastructure Development Co. Ltd.  
Cabinet Division  
Government of Pakistan



Report Header

Application: Alliance Message Management  
Report type: Message File - Message Details Report  
Operator: BHARAT  
Alliance Server Instance: SWP01  
Date - Time: 2021/07/19 12:20:51

Messages

NAK		Message 1	
***Necked Message***			
Message Identifier			
Message Preparation Application: Alliance Message Management			
Unique Message Identifier: 1PCBCCNBJSDX 700 LC/1027/00002/21 (suffix 2107131705025)			
Message Header			
Sender:	Message Modified	Sub-Format:	Input
Deletable	Swift	Expansion	Issue of a Documentary Credit
Fin.700	FIN	Nature:	Financial
FIN	NBPAPKKACPB	LT.	X
Sender:	PCBCCNBJSDX	LT.	X
Receiver	LC/1027/00002/21		
Transaction Reference	Normal		
Priority	None		
Stationing:		Currency:	Value Date:
Amount: 3488100,		USD	
ACK/NAK Reception Date/Time (GMT): 2021/07/19 07:07:44			
Sender / Receiver			
Sender Institution:	NBPAPKKACPB	Expansion:	NATIONAL BANK OF PAKISTAN (CORPORATE BRANCH) KARACHI KARACHI PK PAKISTAN
Receiver Institution:	PCBCCNBJSDX	Expansion:	CHINA CONSTRUCTION BANK CORPORATION (SHANDONG BRANCH) JINAN CN CHINA
Message Text			
Block 4			
F27: Sequence of Total 1/ Number: 1			
F40A: Form of Documentary Credit Total: 1			
F20: Documentary Credit Number -REVOCABLE LC/1027/00002/21			
F31C: Date of Issue 2021 Jul 19			
F40E: Applicable Rules 2021 Jul 19			
F31D: Date and Place of Expiry UCP LATEST VERSION			
Date: 241231			
Place: (CHINA)			
F51C: Applicant Bank - Party Identifier - Name and Address			
Name and Address: NATIONAL BANK OF PAKISTAN, TRADE FINANCE PROCESSING CENTRE (SOUTH) NEAR TEEN TALWAR, NEHRUKASHAN BLOCK-8, CLIFTON, KARACHI, PAKISTAN			
F50: Applicant			
SINOH INFRASTRUCTURE DEVELOPMENT COMPANY LTD. (REFER FIELD 47A FOR COMPLETE NAME AND ADDRESS)			
F59: Beneficiary			
Name and Address:			



ZHONGTONG BUS HOLDING CO., LTD.  
NO. 261 HUANGHE ROAD DEVELOPMENT  
ZONE, LIAOCHENG CITY, SHANDONG  
PROVINCE, CHINA.

F32B: Currency Code, Amount USD US DOLLAR  
Currency: 3498100, #3498100, #  
Amount: 3498100, #3498100, #  
F41C: Available With ... 3y ... - Name and Address - Code  
Name and Address: ANY BANK IN CHINA  
Code: 3y PAYMENT

F42C: Drafts at ...  
REFER FIELD 46A FOR PAYMENT DETAILS

F42D: Drawee - Party Identifier - Name and Address  
Name and Address:  
NATIONAL BANK OF PAKISTAN,  
TRADE FINANCE PROCESSING CENTRE  
(SOUTH) NEAR TEEN TALWAR, KHRKASHAN  
3100K-2, CLIFTON, KARACHI, PAKISTAN

F43P: Partial Shipments  
ALLOWED

F43T: Transshipment:  
NOT ALLOWED

F44E: Port of Loading/Airport of Departure  
ANY PORT IN CHINA

F44F: Port of Discharge/Airport of Destination  
KARACHI PORT, PAKISTAN

F44G: Latest Date of Shipment  
220425 2022 Apr 25

F45A: Description of Goods and/or Services  
20 UNITS, ZHONGTONG LCK6120GHEV BRT BUS, AT THE RATE OF USD  
174,405.00 PER UNIT. AS PER BENEFICIARY'S INVOICE NO. BT-  
2751DCL-20210421 DATED 21-04-2021, CFR KARACHI PORT, PAKISTAN

F46A: Documents Required

A. USD 872,025/- (1.3. 25 PERCENT OF THE L/C AMOUNT) BEING  
ADVANCE PAYMENT ALLOWED AND PAYABLE TO BENEFICIARY AGAINST  
PRESENTATION OF:  
1. BENEFICIARY'S SIGNED ORIGINAL COMMERCIAL INVOICE IN 1 COPY  
CERTIFYING MERCHANDISE OF CHINA ORIGIN.  
2. ADVANCE PAYMENT BANK GUARANTEE FOR USD 872,025/- ISSUED BY  
A FIRST CLASS BANK IN THE COUNTRY OF BENEFICIARY THROUGH THEIR  
CORRESPONDENT IN PAKISTAN PAYABLE ON FIRST DEMAND VALUE OF  
USD 872,025/- AND ACCEPTABLE TO THE APPLICANT. ACCEPTANCE OF  
APPLICANT WILL BE NOTIFIED THROUGH DIRECT LETTER TO NATIONAL  
BANK OF PAKISTAN. COPIES OF SAME WILL BE FORWARDED  
ALONG WITH THE PRESENTATION OF INVOICE.

B. USD 1,325,478/- (1.3. 38 PERCENT OF THE L/C AMOUNT) BEING  
PAYMENT ON SHIPMENT FROM COUNTRY OF ORIGIN PAYABLE TO  
BENEFICIARY AGAINST PRESENTATION OF:  
1. BENEFICIARY'S SIGNED ORIGINAL COMMERCIAL INVOICE IN 1 COPY  
CERTIFYING MERCHANDISE OF CHINA ORIGIN.  
2. BENEFICIARY'S AND APPLICANT'S SIGNED COPY OF OCEAN BILL OF  
LADING ISSUED.

3. PACKING LIST IN 1 COPY.  
4. INSURANCE COVERED BY APPLICANT. ALL SHIPMENT UNDER THIS CREDIT  
MUST BE ADVISED BY THE BENEFICIARY WITHIN 06 WORKING DAYS AFTER  
SHIPMENT DIRECT TO M/S. NATIONAL INSURANCE COMPANY LTD., 2ND  
FLOOR, NIC BUILDING ABBAS SHAHEED ROAD, KARACHI, PAKISTAN AND  
TO THE APPLICANT REFERRING TO POLICY NO. 2021/KB/B/MI/P/D/Q0990  
DATED 14.07.2021 GIVING FULL DETAILS OF SHIPMENTS.

BENEFICIARY'S CERTIFICATE TO THIS EFFECT ALONG WITH COPY OF  
SHIPMENT ADVICE REQUIRED.

C. USD 662,739/- (1.3. 19 PERCENT OF THE L/C AMOUNT) BEING  
PAYMENT ON DELIVERY OF BUSES AT ANY PORT IN KARACHI PAYABLE TO  
BENEFICIARY AGAINST PRESENTATION OF:

1. BENEFICIARY'S SIGNED ORIGINAL COMMERCIAL INVOICE IN 1 COPY  
CERTIFYING MERCHANDISE OF CHINA ORIGIN.  
2. FULL SET OF CLEAN 'SHIPPED ON BOARD' OCEAN BILL OF LADING  
ISSUED OR ENDORSED TO THE ORDER OF NATIONAL BANK OF PAKISTAN  
SHOWING 'FREIGHT PREPAID' AND NOTIFYING APPLICANT.

3. PACKING LIST IN ORIGINAL AND 1 COPY.

4. CERTIFICATE OF ORIGIN IN 1 COPY (ORIGINAL)  
5. INSURANCE COVERED BY APPLICANT. ALL SHIPMENT UNDER THIS CREDIT  
MUST BE ADVISED BY THE BENEFICIARY WITHIN 06 WORKING DAYS AFTER  
SHIPMENT DIRECT TO M/S. NATIONAL INSURANCE COMPANY LTD.,

2ND FLOOR, NIC BUILDING ABBAS SHAHEED ROAD, KARACHI, PAKISTAN  
AND TO THE APPLICANT REFERRING TO POLICY NO.  
2021/KB/B/MI/P/D/Q0990 DATED 14.07.2021 GIVING FULL DETAILS OF  
SHIPMENTS.

BENEFICIARY'S CERTIFICATE TO THIS EFFECT ALONG WITH COPY OF  
SHIPMENT ADVICE REQUIRED.

D. USD 331,370/- (1.3. 9.5 PERCENT OF THE L/C AMOUNT) BEING  
PAYMENT ON ISSUANCE OF CERTIFICATE OF COMPLIANCE FOR THE BATCH  
OF GOODS PAYABLE TO BENEFICIARY AGAINST PRESENTATION OF:  
1. BENEFICIARY'S SIGNED ORIGINAL COMMERCIAL INVOICE IN 1 COPY  
CERTIFYING MERCHANDISE OF CHINA ORIGIN.

2. CERTIFICATE OF COMPLIANCE IN 1 COPY, SIGNED AND ACCEPTED BY  
AUTHORIZED SIGNATORIES OF APPLICANT

3. USD 174,405/- (1.3. 5 PERCENT OF THE L/C AMOUNT) BEING  
PAYMENT ON ISSUANCE OF FIRST RELEASE CERTIFICATE PAYABLE TO

BENEFICIARY AGAINST PRESENTATION OF:

1. BENEFICIARY'S SIGNED ORIGINAL COMMERCIAL INVOICE IN 1 COPY  
CERTIFYING MERCHANDISE OF CHINA ORIGIN.

2. FIRST RELEASE CERTIFICATE IN 1 COPY, SIGNED AND ACCEPTED BY  
AUTHORIZED SIGNATORIES OF APPLICANT.



F. USD 122,084/- (I.E. 3.5 PERCENT OF THE L/C AMOUNT) BEING PAYMENT ON 30 DAYS FROM THE DATE OF ISSUANCE OF FIRST RELEASE CERTIFICATE PAYABLE TO BENEFICIARY AGAINST PRESENTATION OF:  
 1. BENEFICIARY'S SIGNED ORIGINAL COMMERCIAL INVOICE IN 1 COPY CERTIFYING MERCHANDISE OF CHINA ORIGIN.  
 2. FIRST RELEASE CERTIFICATE IN 1 COPY, SIGNED AND ACCEPTED BY AUTHORIZED SIGNATORIES OF APPLICANT.  
 3. PAYMENT WILL BE RELEASE AFTER 30 DAYS FROM THE DATE OF ISSUANCE OF FIRST RELEASE CERTIFICATE.

F47A: Additional Conditions

1. NEGOTIATION OF DOCUMENTS UNDER RESERVE NOT ALLOWED.
2. INVOICES EXCEEDING THIS CREDIT AMOUNT NOT ACCEPTABLE.
3. SHIPMENT/TRANS-SHIPMENT ON ISRAELI & INDIAN FLAG VESSELS/AIRLINES NOT ALLOWED.
4. ALL DOCUMENTS MUST INDICATE 1/C NO., L/C ISSUE DATE, HARNONIZED CODE NO. 8702.2030
5. DRAFT MUST BE MARKED DRAWN UNDER NATIONAL BANK OF PAKISTAN, IFPC, KARACHI DOCUMENTARY CREDIT NO. LC/1027/00002/21 DATED 13.07.2021
6. DOCS DATED PRIOR TO THE DATE OF THIS CREDIT NOT ACCEPTABLE.
7. SHORT FORM/BANK BACK/HOUSE/FORWARDER'S BILL OF LADING NOT ACCEPTABLE.
8. A HANDLING FEE OF USD 85/- PLUS USD 20/- PER SWIFT MSG OR EQUIVALENT OF TOTAL WILL BE DEDUCTED FROM THE BILL PROCEEDS FOR EACH PRESENTATION OF DISCREPANT DOCUMENTS UNDER THIS L/C. THIS CHARGE SHALL BE FOR THE ACCOUNT OF THE BENEFICIARY EVEN IF THE CREDIT TERMS INDICATE THAT SOME OR ALL CHARGES ARE FOR THE APPLICANT'S ACCOUNT. HOWEVER THIS CLAUSE DOES NOT PREJUDICE OUR RIGHT TO REJECT THE DOCUMENTS IF THE SAME ARE NOT ACCEPTABLE TO US.
9. DOCUMENTS MUST BE PRESENTED WITHIN 30 DAYS, ON ACHIEVING EACH PAYMENT MILESTONE.
10. PRESENTATION OF THE DOCUMENT (S) THAT ARE NOT IN COMPLIANCE WITH ANY APPLICABLE ANTI-BOYCOTT, ANTI-TERRORISM, ANTI MONEY LAUNDERING AND SANCTIONS LAWS AND REGULATIONS IS NOT ACCEPTABLE AND NBP RESERVES THE RIGHT NOT TO HONOR SUCH PRESENTATION. APPLICABLE LAWS VARY DEPENDING ON THE TRANSACTIONS AND MAY INCLUDE UNITED NATIONS OR ANY OTHER INTERNATIONAL OR LOCAL SANCTIONS LAWS.
11. AUTHORIZED SIGNATORIES OF APPLICANT FORM AN INTEGRAL PART OF THE L/C AND MUST BE FORWARDED TO YOU THROUGH COURIER SERVICE.

----- (CONTINUED FROM FIELD 50) -----  
 SINDH INFRASTRUCTURE DEVELOPMENT COMPANY LTD. 6TH FLOOR  
 EXTENSION BLOCK, BAHRIA COMPLEX IV, KARACHI, PAKISTAN.

F71C: Charges  
 ALL APPLICANT'S BANK CHARGES ARE  
 ON APPLICANT'S ACCOUNT AND ALL BANK  
 CHARGES OUTSIDE PAKISTAN ARE ON  
 BENEFICIARY'S ACCOUNT.

F48: Period for Presentation in Days  
 Days: 30 /REFER FIELD 47A CLAUSE NO. 13

F49: Confirmation Instructions  
 WITHOUT

F53A: Reimbursing Bank - Party Identifier - Identifier Code  
 Identifier Code:  
 CHASUS33

JPMORGAN CHASE BANK, N.A.

NEW YORK, NY US

F78: Instructions to the Paying/Accepting/Negotiating Bank  
 (1) THIS IRREV DOC CREDIT IS SUBJECT TO THE UCP FOR DOC CREDIT (2007) ICC PUBLICATION NO.600. (2) THIS SWIFT MSG IS AN OPERATIVE INSTRUMENT AND NO MAIL CONFIRMATION FOLLOWS. (3) ALL DOCS ARE TO BE DESPATCHED BY THE NEGO BANK TO US AT OUR ADDRESS AS MENTIONED IN (FIELD 51D) IN TWO SETS: SIX COPIES OF INVOICES TO BE SENT WITH ORIGINAL SET OF DOCS AND TWO COPIES WITH THE DUP) BY COURIER SERVICE. (4) ALL NEGOTIATIONS UNDER THIS CREDIT SHOULD BE NOTED AT THE BACK OF ORIGINAL L/C. CONFIRMATION OF NEG BANK IN THIS RESPECT REQUIRED. (5) UPON RECEIPT OF DOCS STRICTLY COMPLY WITH CREDIT TERMS. WE WILL REMIT THE PROCEEDS AS PER YR INSTRUCTIONS THROUGH CHASE BANK, USA (CHASUS33) AND FIELD 46A SUB-CLAUSE (A, B, C, D, E AND F).

F72Z: Sender to Receiver Information  
 PLEASE ADVISE THIS L/C TO  
 BENEFICIARY UNDER ADVISE TO US.

Other

Delivery overdue warning request	No
Network delivery - info. request	No
Payment Confirmation Status	
Confirmed Currency	



Confirmed Amount:  
Confirmed Date:



